



FS Agreement No. 22-CO-11051700-010

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**COUNTY OF EL DORADO**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE,**  
**U.S. FOREST SERVICE**  
**TRUCKEE RANGER DISTRICT**

This COLLECTION AGREEMENT is hereby entered into by and between the County of El Dorado, hereinafter referred to as “EDC”, and the United States Department of Agriculture (USDA), Forest Service, Truckee Ranger District, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127). The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Division Manager, or successor.

Background: Originally a Native American trail connecting the Sacramento Valley and Lake Tahoe, the McKinney Rubicon trail was rediscovered by European immigrants in the 1840s. By the 1890s, the trail had become a road (by the standards of the day) and was used to access the Rubicon Mineral Springs Resort and Hotel. Throughout the 1920s the Rubicon Springs road was promoted as the best route from Georgetown, CA to Lake Tahoe. When the Rubicon Springs Resort and Hotel closed in the late 1920s, the road fell into disuse. The route has been used by 4WD enthusiasts since the early 1950s and has become one of the most famed 4WD trails in the world due to the challenging and technical driving conditions and its rugged, remote setting. Every year the trail attracts 4WD recreational users locally, regionally, nationally, and internationally to this popular destination within the counties of Eldorado and Placer.

In 2005, Eldorado County began developing a trail master plan to guide future management of the McKinney Rubicon trail, to provide for its long term sustainability, and to ensure continuing public access to this recreational facility. Under provisions of the master plan, trail condition assessments made between 2017 and 2020 identified several locations exhibiting either sustainability or resource impact issues which threaten the long term viability of the trail. Working together, Eldorado County and Tahoe National Forest developed a plan to mitigate these issues by re-routing short sections of the existing trail alignment.

Title: McKinney Rubicon Trail Reroute Analysis Collection Agreement

**I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from EDC to the U.S. Forest Service to complete required NEPA analysis and documentation for possible closure of short user created spurs impacting soil quality and watershed health, restoration, and the proposed reroute of approximately 1/2 mile to avoid a trail disconnection from a potential landslide area and 400 feet of chronically flooded sections of the McKinney Rubicon trail on Tahoe National Forest system lands.



**II. THE EDC SHALL:**

- A. LEGAL AUTHORITY. EDC shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. EDC will consult and provide input on re-route alignments, potential closure of user created spurs, and design of new way finding signage. EDC will also assist in disseminating information to the public associated to the proposed action and eventual future changes to the existing facility. EDC will help to coordinate the submittal of project accomplishment documentation to other partner groups. EDC may provide equipment and personnel to assist with access to some project areas.

**III. THE U.S. FOREST SERVICE SHALL:**

- A. REIMBURSABLE BILLING. The maximum total cost liability to the EDC for this agreement is **\$25,000**. The U.S. Forest Service shall bill EDC quarterly as of March 31, June 30 and August 15, 2022 for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of 0 percent.

Billings must be sent to:

Attn: Vickie Sanders  
El Dorado County Parks Dept.  
330 Fair Lane  
Placerville, CA 95667

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by EDC.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- B. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide EDC with a written report that meets EDC’s specific documentation requirements.



- C. Perform in accordance with the attached Financial Plan.
- D. The U.S. Forest Service will complete survey and analysis for terrestrial and aquatic wildlife, botany (including Invasive Species Risk Assessment), cultural resources, hydrology, soils (including area restoration plans), and recreation. The U.S Forest Service will complete resource specialist reports and all final NEPA documentation associated to the project planning process.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Vickie Sanders 330 Fair Lane Placerville, CA 95667 Telephone: 530 621-7538 FAX: 530 642-0301 <a href="mailto:vickie.sanders@edcgov.us">vickie.sanders@edcgov.us</a>	Brian Michaelson 330 Fair Lane Placerville, CA 95667 Telephone: 530 621-6052 FAX: 530 642-0301 <a href="mailto:brian.michaelson@edcgov.us">brian.michaelson@edcgov.us</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
John Brokaw 10811 Stockrest Springs Rd. Truckee, CA 96161 Telephone: 530 587-3558 Ext 241 FAX: 530 587-6914 <a href="mailto:john.brokaw@usda.gov">john.brokaw@usda.gov</a>	Joe Chavez 631 Coyote Street Nevada City, CA 95959 Telephone: 530 559-2579 <a href="mailto:joe.chavez@usda.gov">joe.chavez@usda.gov</a>
<b>U.S. Forest Service Administrative Contact</b>	
Angela O. Cabada Grants Management Specialist 1323 Club Dr. Vallejo, CA 94592 707-562-8971 <a href="mailto:angela.cabada@usda.gov">angela.cabada@usda.gov</a>	



- B. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to EDC, authorized for use for a new agreement by EDC, or waived by EDC. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by EDC may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to EDC.
- C. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- D. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or EDC from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of EDC's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of EDC's products or activities.
- G. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or EDC will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To EDC, at EDC's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. COLLABORATION. The U.S. Forest Service and EDC may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize EDC's participation in the project.



- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for EDC to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service **TRUCKEE RANGER DISTRICT** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service **TRUCKEE RANGER DISTRICT** will notify EDC when permission is granted.
- J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. EDC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- K. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. EDC shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- L. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- M. DEBARMENT AND SUSPENSION. EDC shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should EDC or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they



shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- N. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- O. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through August 31, 2022 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- P. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

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**DON ASHTON**, Chief Administrative Officer Date  
County of El Dorado

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**ELI ILANO**, Forest Supervisor Date  
U.S. Forest Service, Tahoe National Forest

The authority and format of this agreement have been reviewed and approved for signature.

**ANGELA  
CABADA**



Digitally signed by ANGELA  
CABADA  
Date: 2022.03.01 17:38:27  
-08'00'

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**ANGELA O. CABADA** Date  
U.S. Forest Service Grants Management Specialist



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Forest Service Agreement # **22-CO-11050700-010**

Cooperator Agreement #

### Collection Agreement Financial Plan

#### Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
<b>PERSONNEL</b>						
Resource Specialists (List all personnel):		# of Days	\$/Day			
Wildlife Biologist (Terrestrial)		8.00	\$455.00	\$3,640.00		\$3,640.00
Wildlife Biologist (Aquatic)		8.00	\$321.00	\$2,568.00		\$2,568.00
Trails Manager		6.00	\$319.00	\$1,914.00		\$1,914.00
Archaeologist		5.00	\$559.80	\$2,799.00		\$2,799.00
Hydrology / Soils		6.00	\$430.00	\$2,580.00		\$2,580.00
Botanist		6.00	\$314.00	\$1,884.00	\$1,884.00	\$3,768.00
NEPA / IDT Coordinator		10.00	\$333.00	\$3,330.00	\$3,330.00	\$6,660.00
Wildlife Technician (2) (Terrestrial)		20.00	\$175.00	\$3,500.00	\$3,500.00	\$7,000.00
Wildlife Technician (Aquatic)		5.00	\$175.00	\$875.00	\$875.00	\$1,750.00
Botany Technician		5.00	\$175.00	\$875.00	\$875.00	\$1,750.00
<b>Subtotal, Personnel:</b>		<b>79.00</b>		<b>\$23,965.00</b>	<b>\$10,464.00</b>	<b>\$34,429.00</b>
<b>TRAVEL</b>						
Explanation of trips: From Where/To Where/For Whom		Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
Natural Resources Trips		45.00	20		\$900.00	\$900.00
Cultural Resources Trips		45.00	3		\$135.00	\$135.00
Hydrology / Soils Trips		45.00	2		\$90.00	\$90.00
<b>Subtotal, Travel:</b>		<b>\$135.00</b>	<b>25</b>	<b>\$0.00</b>	<b>\$1,035.00</b>	<b>\$1,125.00</b>
<b>EQUIPMENT</b>						
Name and Type of Equipment:		Unit Cost	Quantity			
				\$0.00		\$0.00
				\$0.00		\$0.00
					\$0.00	\$0.00
<b>Subtotal, Equipment:</b>		<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUPPLIES</b>						
Name and Type of Supplies:		Unit Cost	Quantity			
				\$0.00		\$0.00
				\$0.00		\$0.00
					\$0.00	\$0.00
<b>Subtotal, Supplies:</b>		<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



CONTRACTUAL			
<b>Describe Contracts that will most likely result from this project:</b>			\$0.00
			\$0.00
			\$0.00
<b>Subtotal, Contractual:</b>		<b>\$0.00</b>	<b>\$0.00</b>
OTHER			
<b>Describe Other Costs of the Project:</b>			\$0.00
			\$0.00
			\$0.00
<b>Subtotal, Other:</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL DIRECT CHARGES</b>		<b>\$25,000.00</b>	<b>\$10,554.00</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)		<b>Insert Rate Here:</b> 0.0%	<b>\$0.00</b>
<b>Total Party Costs</b>		<b>\$25,000.00</b>	<b>\$10,554.00</b>
<b>COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES</b>		<b>Cooperator Contribution</b>	
<b>TOTAL CHARGES</b>		<b>\$0.00</b>	
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)		<b>Insert Rate Here:</b>	<b>\$0.00</b>
<b>Total Pass-Through Costs</b>		<b>\$0.00</b>	
<b>TOTAL PROJECT COSTS</b>			<b>\$35,554.00</b>

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